



BID NO.: IB9185-3/13

**OPENING: 2:00 P.M.
FRIDAY
October 23, 2009**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

Janitorial Services for Animal Services Department

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

INDEMNIFICATION/INSURANCE:	SEE SECT. 2, PARA. 2.11
PRE-BID CONFERENCE/WALK-THRU:	SEE SECT. 2, PARA. 2.3
SMALL BUSINESS ENTERPRISE MEASURE:	SEE SECT. 2, PARA. 2.2
USER ACCESS PROGRAM:	SEE SECT. 2, PARA 2.221

FOR INFORMATION CONTACT:

Aylin Borrego at 305-375-3248 or aborreg@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- SMALL BUSINESS CONTRACT MEASURES (Set-aside)
- **Failure to complete the certification regarding Local Preference on page 24 of Section 4, Bid Submittal Form shall render the vendor ineligible for Local Preference**
- **Failure to sign page 24 of Section 4, Bid Submittal Form will render your bid non-responsive**

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION**

INVITATION TO BID

Bid Number: IB9185-3/13

Title: Janitorial Services for Animal Services Department

Procurement Contracting Agent: AYLIN BORREGO

Bids will be accepted until 2:00 p.m. on OCTOBER 23, 2009

At the:

Department of Procurement Management

Vendor Assistance Section

Stephen P. Clark Center

111 NW 1st Street, 13th Floor

Miami, Florida 33128-1983

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions:

- The DPM Vendor Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
- Each Bid submitted shall have the following information clearly marked on the face of the envelope:
 - The Bidder's name
 - The Bidder's return address
 - The Bid number
 - The Bid opening date
 - The title of the Bid
- All Sealed Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.
- Included in the sealed envelope or container shall be an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.
- The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/DPM/SOLICITATIONLIST.ASPX).

Failure to comply with the submittal instructions may result in your Bid not being considered for award.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor/Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

SECTION 1

GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

- Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
- The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
- It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

- It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
- In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
- It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

- Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
- Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

- It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information regarding the responsibility of the bidder from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities

utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

The Collusion Affidavit will be included in all solicitations and will be requested from all bidders/proposers once bids/proposals are received and the bidders list is distributed.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful

SECTION 1

GENERAL TERMS AND CONDITIONS

Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IH) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability

and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IH/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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JANITORIAL SERVICES FOR ANIMAL SERVICES DEPARTMENT

2.1 PURPOSE

Miami Dade County, hereinafter referred to as the “County”, as represented by the Animal Services Department (ASD), is soliciting bids from experienced and qualified Bidders for the purpose of providing expert and professional janitorial services.

ASD is primarily charged with the responsibility of enforcing Chapter 5 of the Code of Metropolitan Dade County, as well as Florida Statutes 828 which deals primarily with animal cruelty issues. Unlike private shelters that have limitations on the number of dogs and cats they accept, ASD accepts all dogs and cats. At ASD no animals are turned away and each year the shelter impounds more than 35000 dogs and cats.

2.2 SMALL BUSINESS CONTRACT MEASURES (Set-aside)

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs) as indicated in Appendix A of this solicitation. The contract measure applicable to this contract: SBE Set-aside.

2.3 PRE-BID CONFERENCE (Recommended)

A pre-bid conference will be held on October 20, 2009 at 11:00am. in the Animal Services Department, Main Shelter Conference Room, 7401 NW 74th Street, Miami, FL 33166 to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the “Cone of Silence” does not apply during the course of the conference and informal communication can take place.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

A site examination will follow the pre-bid conference in accordance with Paragraph 2.8.

“Multiple members of individual community councils may be present.”

2.4 TERM OF CONTRACT: ONE YEAR BASED ON AVAILABILITY OF COUNTY FUNDING

This contract will commence on the first calendar day of the month succeeding approval of the contract by the Department of Procurement Management, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the County's

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Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for One (1) year; provided that the services rendered by the Bidder during the contract period are satisfactory and that County funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period.

2.5 OPTION TO RENEW FOR (3) ADDITIONAL YEAR(S) (With Price Adjustment):

The initial contract prices resultant from this solicitation shall prevail for a One (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional Three (3) year (s) period on a year-to-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index (CPI), for Urban Wage Earners and Clerical Workers.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default which decision may effect that vendor's eligibility for future contracts.

NOTE: **IF MULTIPLE VENDORS ARE INVOLVED UNDER THE GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.**

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2.6 METHOD OF AWARD TO A SINGLE VENDOR: (Single Item)

Award of this contract will be made to the responsive and responsible vendor who submits the lowest price for the item listed in this solicitation.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the initial term of contract.

2.8 EXAMINATION OF COUNTY FACILITIES (Recommended)

Prior to submitting an offer it is advisable that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

Due to security concerns, some areas to be serviced under this contract may not be open to the public. A recommended site examination tour will be held on October 20, 2009, at approximately 12:00pm immediately following the pre-bid conference; appointments are not required.

Vendors are requested to bring this solicitation document to the site examination, as additional copies may not be available.

Note: the point of contact, or designee, is not authorized to change contract requirements. Any changes to contract requirements must be issued by the Department of Procurement Management in an addendum.

2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents

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or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to

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Do Business in Florida” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:	MIAMI-DADE COUNTY 111 NW 1st STREET SUITE 1300 MIAMI, FL 33128
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Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within seven (7) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional seven (7) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within fourteen (14) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.23 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of this solicitation.

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2.12 BID GUARANTY: INTENTIONALLY OMITTED**2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED****2.14 CERTIFICATIONS: INTENTIONALLY OMITTED****2.15 METHOD OF PAYMENT: Monthly Invoices**

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. The invoices shall reflect the type of service provided to the County in the previous month. These invoices shall be submitted to the County Building Manager(s) that requested the service through a purchase order.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami Dade County

II. County Information:

- Miami Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description

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- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

- Failure to submit invoices in the prescribed manner may delay payment.

2.16 SHIPPING TERMS: INTENTIONALLY OMITTED

2.17 DELIVERY REQUIREMENTS: INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED

2.20 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Aylin Borrego, at (305) 375-3248 email - aborreg@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County

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shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

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2.23 FACILITIES MAY BE ADDED OR DELETED

Although this solicitation and resultant contract identifies specific facilities to be serviced, any County department or agency facility may be added to this contract at the option of the County. In such case, the vendor under this contract shall be invited to submit price quotes for the additional facility. If the quote(s) is accepted by the County, then the additional facility may be awarded to the vendor. The additional site(s) will be added to the contract by formal modification of the award sheet. However, the County may determine to obtain price quotes for the additional facility from other vendors in the event an acceptable price is not obtained from the contract vendor or for other reasons at the County's discretion.

Although specific facilities will be serviced under the contract, any County department or agency may delete service for any facility when such service is no longer required during the contract period with fourteen (14) calendar days written notice to the vendor.

2.24 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has specified that the successful vendor shall provide the services within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services, such as emergency janitorial services, which must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendor to obtain a price quote for the similar services. The County reserves the right to award these similar services to the contract vendor or to acquire the services through a separate solicitation.

2.25 ASBESTOS COMPOSITION FLOOR TILE CLEANING

In compliance with the Occupational Safety and Health Administration (OSHA) Asbestos General Industry Standard (§1910.1001) and the Asbestos Construction Standard (§1926.1101), the appropriate procedure(s) shall apply to floor tile and baseboard cleaning in all County buildings and facilities built prior to 1980 and any portion of flooring that has been determined by the Building Manager to be of asbestos composition.

2.26 COMPLIANCE WITH FEDERAL STANDARDS

All services to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

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2.27 LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, telephone (305) 372-6789.

2.28 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

The vendor shall furnish all supplies (tissue, hand towels, cleaners, etc.), materials, equipment, machinery, tools, supervision, labor and services necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to inspection by the County's Project Manager

2.29 LIVING WAGE REQUIREMENT: INTENTIONALLY OMITTED

2.30 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Additionally, the vendor performing under this contract shall be required to provide a complete set of Material Safety Data Sheets (MSDS) to the User Department utilizing the awarded service. This information shall be provided prior to use of the product(s) in conjunction with this contract.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

2.31 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS

The County has implemented Environmentally Preferable Purchasing Initiatives to address certain environmental and health concerns associated with the use of some cleaning services and products. Environmentally Preferable Purchasing is a new approach to janitorial services to offer better environmental performance and improved worker

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health and safety, while retaining the same sanitation quality as traditional, more chemical-intensive methods.

Accordingly, the vendor shall use general-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners; and floor finishes and floor strippers which are either:

- certified by Green Seal, Standard for Industrial and Institutional Cleaners (GS-37) and Floor Care Products (GS-40) (certified products are listed at <http://www.greenseal.org/findaproduct/index.cfm>)
or
- recognized by the U.S. Environmental Protection Agency's (EPA) Design for the Environment Program (DfE) as Industrial / Institutional Cleaning Products, Cleaners and Floor Care products (recognized products are listed at <http://www.epa.gov/dfe/pubs/projects/formulat/formpart.htm>).

Furthermore, the vendor shall actively seek to use other environmentally preferable products, elsewhere in conjunction with the contract services, which meet "green" standards established by the EPA (refer to www.epa.gov) – products that have a lesser or reduced impact on human health and the environment than other products that perform the same function.

Paper products, such as toilet tissue and paper towels, provided by the vendor shall be manufactured using recycled materials. Plastic trash can liners shall contain a minimum of 10% post-consumer recycled content. In addition, the vendor shall use quality and effective cleaning products and methods to meet the requirements herein.

2.32 AUTHORITY OF BUILDING MANAGER

The Building Manager may make changes in the schedules, assignments, tasks, task frequencies or methods if such changes do not require additional equipment, chemicals, supplies or man hours. Such changes shall not be considered modifications of the contract and shall not affect the amount of payment to the vendor.

2.33 SOLICITING, GRATUITIES, AND SCAVENGING

The successful vendor and the vendor personnel are prohibited from soliciting on County premises; accepting gratuities, in any form, from tenants or other persons; and scavenging.

The vendor shall replace any of its personnel, if so directed by the Building Manager, who solicits, accepts gratuities, or scavenges. The vendor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the vendor.

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2.34 HOLIDAYS

The following are the County-observed holidays, which most of the premises will be closed to the public:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

The requirement of the vendor to provide full, limited, or no staffing of vendor personnel assigned to a facility or area on a holiday shall be at the discretion of the Building Manager and shall be at no additional cost to the County. The vendor may use holidays for performing service upon approval by the Building Manager. The County will not pay for days that service is not provided when the site is closed because of an emergency.

2.35 UNIFORMS AND BADGES

Vendor personnel, shall have professional conduct and appearance, exhibiting clean personal hygiene; wear a neat and freshly laundered uniform, distinctive with the vendor's name/logo printed on the top worn garment; proper and neat-appearing footwear; and a current identification badge, worn in visible sight, showing the vendor personnel's picture, name, signature, vendor's name/logo and an expiration date at all times while working on the premises. New or temporary employees shall wear a temporary identification badge which shall be current and at a minimum, shows the vendor's name/logo and an expiration date for a time extent as approved by the Building Manager. Appropriate protective clothing, shoes and other safety equipment shall be worn as required. Identification badges shall be issued for no more than a twelve (12) month timeframe.

Vendor personnel are prohibited to wear jeans, unless otherwise authorized by the Building Manager.

The Building Manager may request removal of any vendor personnel without professional conduct or personal appearance, not properly uniformed, without a proper identification badge, or not donned in appropriate protective clothing.

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2.36 SECURITY AND CRIMINAL BACKGROUND CHECKS

The vendor and vendor personnel shall abide by security procedures, rules and regulations established at the premises, and shall cooperate with County security personnel.

All vendor personnel assigned to work under this contract will have a criminal background check conducted. All personnel will be required to sign an authorization for the County to access criminal background information. The County, at its own expense, will conduct a comprehensive criminal background check by accessing the Florida Department of Law Enforcement's (FDLE) Volunteer and Employee Criminal History System (VECHS). The County, through the VECHS program will request fingerprint based criminal history background checks for all personnel assigned to this contract. Through the VECHS program, the FDLE and the Federal Bureau of Investigation will provide state and national fingerprint based criminal history information on personnel. Personnel may not commence performance under this contract until notice of acceptability has been provided by the County. Background checks will remain the property of the County and will not be provided to the vendor.

Based on the results of this criminal background check and at the sole discretion of the County, any vendor personnel may be barred from working in sensitive areas.

If it is determined by police investigation and proper documentation that a vendor personnel has acted unlawfully while at the premises (i.e., removing or damaging any property of the County or any party at the facility) the vendor shall hold full responsibility for the personnel, including any restitution; the personnel shall be removed from service of the contract; and the County may seek further prosecution of the vendor and the personnel to the extent of the law.

2.37 DRUG AND ALCOHOL TESTING

The successful vendor must provide drug and alcohol testing of all personnel supplied by the successful vendor to the County, and proof of drug and alcohol test prior to the acceptance of any personnel. The successful vendor employees must test negative in order to begin to work on any County assignment. The successful vendor shall bear all costs associated with the initial drug and alcohol test. Dade County's Random Drug Testing Policy will apply to the successful vendor employees while working on a County assignment.

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2.38 BUILDING ACCESS

Vendor personnel access and restriction to the premises shall be directed by the Building Manager. Vendor personnel shall not be accompanied while on duty, at the work area or during the performance of work by any person not an authorized vendor personnel.

2.39 PRODUCTS DISCLOSURE

The successful vendor shall furnish to the Building Manager, upon request, a completed Exhibit A, Products Disclosure Form to disclose all cleaning products and paper products used in conjunction with the contract. The vendor shall ensure the Building Manager receives revised forms so that the disclosed list of cleaning products and paper products used in conjunction with the contract is current and accurate.

The purpose of the Products Disclosure Form is to allow the County to verify that the vendor's products comply with conditions elsewhere in this solicitation. The disclosure of cleaning products and paper products to the County does not relieve the vendor from full responsibility and liability for using the necessary items properly and as required by the contract.

An alternate Exhibit A, Products Disclosure Form or alternative to the Products Disclosure Form that captures all the information presented on the Exhibit A may be considered during the contract term. The vendor shall not use an alternate form or alternative without the express written consent of Department of Procurement Management, Bids & Contracts Unit.

In pursuance of the County's directive to improve air quality in public buildings, all vacuum cleaners used in conjunction with services under this contract shall utilize a High-Efficiency Particulate Air (HEPA) filter or similar specified to trap 99.97% of airborne particles 0.3 microns and larger. Filters shall be replaced as per the manufacturers' recommendations. All vacuum cleaners shall also be listed on the Products Disclosure Form.

2.40 FOOD SERVICE

The vendor and vendor personnel are prohibited from bringing onto County property any food or beverage catering, vending machines, or other serving amenities.

2.41 MANNER OF PERFORMANCE

The successful vendor shall provide the services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of the contract. The County shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the vendor in all

SECTION 2
SPECIAL CONDITIONS

aspects of the services. At the request of the County the vendor shall promptly remove from the project any vendor's employee, subcontractor, or any other person performing services hereunder. The vendor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the vendor.

The vendor shall at all times employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is herein made. The vendor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

The vendor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein, in a competent and professional manner.

The vendor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the services.

2.42 WASTE REMOVAL

The Building Manager will designate the site for trash and recyclables collection/disposal. Containers shall be provided by the County. Items collected by vendor personnel from recycling bins shall not be commingled with trash and garbage.

2.43 KEY AND SECURITY SYSTEM CHARGE

In buildings where keys are issued, the vendor shall sign for each key or electronic access control card prior to issuance. Should the key or access card become lost while in the vendor's possession, the vendor shall pay \$25.00 for each key or access card to be duplicated and further reimburse the County for changes in the security system per incident, as applicable.

If the loss of keys or access cards requires that locks be rekeyed, a minimum additional charge of \$100.00 by the County to the vendor for each lock shall be made. If the loss requires that a lock be changed, the vendor will reimburse the County for the cost of replacing the lock. Keys shall not be duplicated by the vendor without explicit written consent from the Building Manager.

SECTION 2
SPECIAL CONDITIONS

These charges will be deducted from monthly payments made to the vendor or where the outstanding invoices are insufficient, the County may invoice the vendor.

2.44 Time Clock System

A time clock system is installed in the facilities administrative building to keep track of employee's time. Vendor employees are to use the department's time clock system to serve as an official record hours worked in accordance with established schedule. Time clock reports will be readily available to the vendor, as requested. The successful vendor will be charged \$5.00 for lost or stolen time card is \$5.00.

2.45 STORAGE SPACE

The vendor is only permitted to store supplies, materials and equipment used in conjunction with the contract in storage areas and custodial closets designated by the County, where available. The vendor shall keep these areas neat and clean at all times, comply with applicable regulations, and hold full responsibility for the spaces. Storage space must be cleaned and maintained by the vendor to the approval of the Building Manager. Security locks or other measures for securing equipment, material and supplies kept in the storage area shall be the responsibility of the vendor. The vendor should not damage or misuse space. Storage space shall be locked after exited by vendor personnel. The Building Manager must have access capabilities at all times such as keys, codes for locks, etc.

The vendor shall not remove at any time, for its own use or any other reason, those supplies or materials which are County owned.

SECTION 3
TECHNICAL SPECIFICATIONS

Janitorial Services for Animal Services Department

3.0 Scope

The successful contractor shall furnish all materials, paper products, chemicals, soaps, supplies, tools equipment transportation, labor and supervision necessary for any and all Janitorial Services required to maintain the Animal Services Department (ASD) site in an acceptable clean condition.

The vendor is not responsible for cleaning the approximately 25,000 square feet Kennel Area. The Kennel Area is cleaned by the ASD Kennel Staff.

As expected in an animal shelter, the vendor personnel are required to clean animal urine and fecal matter as needed.

ASD will not accommodate vendor personnel who have allergies to cats and dogs.

3.1 SITE DESCRIPTION & POINT OF CONTACT

The ASD is located at 7401 NW 74 Street, Miami, FL 33166 and consists of two facilities on one lot. One facility is the Animal Services Main Shelter, and the second facility is the Animal Services Annex, a quad trailer. Approximately 150 thousand people visit the facility annually.

Main Administrative Building: 20,000 Sq. Ft.

Lobby Area and adjacent Offices

Administrative Offices

Conference Room

Rabies Clinic

Lunchroom

Restrooms

(West-Wing – Kennel Staff Restroom)

Annex Trailer: 2800 Sq. Ft.

Lobby Area and adjacent Offices

Enforcement Offices

Lunchroom

Restrooms

The facility is open to the public Monday through Friday 8:00AM – 7:00PM and on Saturday and Sunday 9:00AM – 5:00PM. Internal operations on Saturday and Sunday continue to 7:00PM.

The ASD point of contact is Angel Villarreal at office number (305) 805-1781 or at email angelv@miamidade.gov.

SECTION 3
TECHNICAL SPECIFICATIONS

Janitorial Services for Animal Services Department

3.2 SCHEDULES

Workers	Hours/Time	Days per Week	Hours Per Week
1	5hrs / 8:00am – 1:00pm	5 (M-F)	25
1	5hrs / 2:00pm – 7:00pm	5 (M-F)	25
1	8hrs / 8:30am – 4:30pm	2 (Sa-Su)	16

3.3 SERVICES

A. Daily:

1. Clean main entrance glass doors in the AM and PM.
2. Clean front desk counters at closing in the PM.
3. Empty and replace trash can liners from all areas.
4. Empty and clean ash tray receptacles from all areas.
5. Pick-up of loose litter inside the main bldg. and annex.
6. Pick-up of loose litter in the front (Public) parking lot and perimeter.
7. Spot-clean, disinfect and pick-up of pet waste as needed from floors inside the main building and exterior sidewalk of the main entrance. (Pet waste includes animal urine, bodily fluids and fecal matter.)
8. Sweep or dust mop floors in main building and annex trailer (Lobby area, hallways and conference room)
9. Damp mop and disinfect floors in main building and annex trailer. (Lobby area, hallways and conference room)

Restroom Maintenance Activities:

1. Sweep and wet mop restroom floors in the AM and PM. (Spot-clean as needed.)
2. Clean and disinfect toilet bowls and sinks in the AM and PM.
3. Restock toilet paper, paper towels, and soap dispensers in the AM and PM as needed.

Restroom locations include:

- Enforcement Annex:
 - One Male Restroom
 - One Female Restroom

SECTION 3
TECHNICAL SPECIFICATIONS

Janitorial Services for Animal Services Department

➤ Main Building

Lobby Area:

- One Male Public Restroom
- One Female Public Restroom

Administrative Offices:

- One employee restroom (Conference Room)
- One employee restroom (Hallway)
- One employee restroom (Operator's room)

Locker Rooms:

- One Male employee restroom
- One Female employee restroom

West Wing:

- One employee restroom

B. Weekly

1. Remove all litter from front parking lot, employee parking lot, behind the west-wing and adjacent campus grounds.
2. Buff lobby floors and hallways at main building and annex trailer.
3. Main building and Annex employee lunchrooms: Sweep and damp mop floors; empty, clean and disinfect refrigerator, microwave, kitchen counters and tables.
4. Sweep or dust mop floors (Offices / Locker rooms).
5. Damp mop and disinfect floors (Offices / Locker rooms).
6. Dust office furniture and desks.
7. Restock bags at dog waste and wet umbrella stations as needed.

C. Bi-Weekly:

1. Pressure clean exterior sidewalk of the main entrance, doggy park and the side patio vending area under awning.

D. Quarterly:

1. Clean first level windows at the main building and annex trailer.
2. Scrub buffing of all floors in main building and annex trailer: sweep floors; scrub floors; apply one coat of sealer/wax

SECTION 3
TECHNICAL SPECIFICATIONS

Janitorial Services for Animal Services Department

E. Bi-Annually:

1. Strip Waxing of all floors in main building's public areas and administrative offices
2. Floors are to be stripped with water-based stripper; rinsed with neutral cleaner and two coats of sealer/wax are to be applied

3.4 ADDITIONAL REQUIREMENTS

All vendor personnel shall provide the following tasks each visit to a facility:

1. Promptly report imminent security violations, hazardous conditions and any building parts, fixtures, and mechanical equipment in need of repair such as burned out lights, leaky faucets, toilet stoppages, etc. to the Building Manager.
2. Turn off appropriate electricity (i.e., lights, fans, etc.), secure/lock external doors and windows, and restore alarm systems, where applicable, when final cleaning service is complete.
3. Report to the Building Manager irregularities or damage in any of the areas serviced, regarding A/C, heating and ventilating equipment, lighting, furniture, vandalism, broken doors or windows, dispensing equipment in restrooms, or any other condition to be considered unsafe, that may require attention for repairs, adjustment, replacement or correction.
4. Ensure that rooms that normally are locked after hours are left locked after cleaning and where necessary, the keys returned to their designated office or location.
5. Turn in all lost and found articles to the Building Manager or other specified office or location.
6. Notify the Building Manager of emergency conditions such as fires, floods, excessively hot or cold room temperatures, etc.
7. Keep secure, including during cleaning operations, building doors as directed by the Building Manager.
8. Handle reasonable problems and/or complaints or similar isolated incidences. A summary of the incident and resolution shall be forwarded to the Building Manager.
9. Work shall be scheduled and performed so that it will not disrupt functions and normal day-to-day operations on the premises.

**DPM, PURCHASING DIVISION**

Vendor Assistance Section
 Stephen P. Clark Center
 111 NW 1st Street, 13th Floor
 Miami, Florida 33128-1983

OPENING: 2:00 P.M.
FRIDAY
October 23, 2009
INVITATION TO BID
SECTION 4
BID SUBMITTAL FORMS

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
 MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
 by: Aylin
Borrego

DPM
 Purchasing Division

Date Issued: **October 9,**
2003

This Bid Submittal Consists
 of Pages **21** through **24**

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Purchasing Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

A Bid Deposit in the amount of **NA** of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of **NA** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
ITEM NOS. ACCEPTED: _____	
COMMODITY CODE: _____	
PROCUREMENT AGENT: _____	

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND
AFFIDAVITS

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
 PAGE 24 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
 INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 24 OF SECTION 4. BID SUBMITTAL, WILL RENDER YOUR BID
 NON-RESPONSIVE**

SECTION 4

BID SUBMITTAL FOR: Janitorial Services for Animal Services Department

FIRM NAME: _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED USAGE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.	Janitorial Services per specs for Animal Services Department 7401 NW 74 Street, Miami, FL 33166	12 months	\$_____ per month	\$_____

BID SUBMITTAL FOR:

Janitorial Services For Animal Services Department

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

**BID SUBMITTAL FOR:
Janitorial Services For Animal Services Department**

=====

Prompt Payment Terms: _____ % _____ days net _____ days

=====

FEI NO. : ____/____-____/____/____/____/____/____/____

(Bidder Federal Employer Identification Number as used on Return Form 941) If none, Bidder Social Security No.

=====

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program.

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County? Yes _____ No _____, and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County? Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME _____

STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____ E-MAIL _____

By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

*AUTHORIZED SIGNATURE _____ Date _____

***PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT**

PRINT NAME OF AFFIANT _____

TITLE OF OFFICER _____

FAILURE TO SIGN THIS PAGE, WILL RENDER YOUR BID NON-RESPONSIVE



APPENDIX

AFFIDAVITS INFORMAL BID



Miami-Dade County
Department of Procurement Management
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant

Name of Firm		Date

Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____	_____
Signature of Notary Public	Serial Number

Print or Stamp of Notary Public	Notary Public Seal
Expiration Date	

**FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35) Section 1 [1.8 D(5)]**

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.8D(4)

[illegible]

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date



**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92) Section 1 (1.8 C)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

- ☐ is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ 20____
 Signature of Affiant Date

 Printed Name of Affiant and Title Federal Employer Identification Number

 Printed Name of Firm

 Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
 Type of identification

 Signature of Notary Serial Number

 Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary

Seal

BID NO. IB9185-3/13



SMALL BUSINESS ENTERPRISE PROGRAM (SBE) (Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

Acknowledgement of an Agreement form*

See Appendix for further details.

DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

111 NW 1st STREET, 19th FLOOR

MIAMI, FLORIDA 33128

PHONE: (305) 375-3111 FAX: (305) 375-3160

Revised October 2008

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c. Acknowledgement of an Agreement	SBD 504

BID NO. IB9185-3/13

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.
2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:
 - a. Reasonably estimated, uncommitted capacity;
 - b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;
 - c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and
 - d. The ability to otherwise meet bid specifications.
3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.
4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.
5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.
7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.
8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.

9. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.
10. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.
11. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
12. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.
13. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
14. *SBD* means the Department of Small Business Development.
15. *DPM* means the Department of Procurement Management.
16. *Goods* mean any tangible product, material or supply that is not a service.
17. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
18. *Joint Venture Agreement* means a document submitted to SBD by a joint venture that provides information regarding the nature of the joint venture.
19. *MDC* means Miami-Dade County, Florida.
20. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive

- payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.
21. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.
 22. *Service* means work offered for public or private consumption that does not consist primarily of goods.
 23. *Set-aside* means the designation of a given contract for competition among SBEs.
 24. *Small Business Enterprise (SBE)* means a business entity certified by SBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.
 25. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.
 26. *Successful Bidder* means the bidder to which the contract is awarded.
 27. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.
 28. *Work* means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.
2. SBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Small Business Development (SBD) at 111 N.W.

1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at www.miamidade.gov/sba.

C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.
2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting SBD at telephone number (305) 375-3111 during normal business hours or online www.miamidade.gov/sba.
3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.
4. Bidders/Awardees are governed by the certification policies and procedures set forth by SBD for the certification of SBEs.
5. Joint Ventures: Only SBE joint ventures approved by SBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where SBD concludes that an SBE brings only its certification as contribution to the joint venture relationship SBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

D. APPLIED CONTRACT MEASURES

1. Set-asides
 - a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from SBD.

- b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.
 - c. An SBE may perform 100% of the set-aside with its own workforce.
 - d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.
 - e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.
2. Subcontractor goals
- a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall be in writing, shall be executed by the bidder and the SBE, and shall specify the scope of work, percentage of services the SBE will provide, and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Upon notification from SBD, bidders/proposers shall be allowed up to 48-hours after bid submission to cure correctable defects in the Agreement. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, shall deem a bid non-responsive.
 - b. The Agreement shall incorporate;
 - i. The scope of work to be performed by the SBE; and
 - ii. The percentage of services the SBE will provide; and
 - iii. The prompt payment obligation; and
 - iv. The SBE joint venture Agreement; if applicable
 - c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.

- d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.
- e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.
- f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:
 - i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;
 - ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from SBD.
 - iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;
 - iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.
- g. To prove lack of availability, at time of bid submission, bidders must submit the following:
 - i. Certificate of Unavailability (Form No. SBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and
 - ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

- iii. A statement of the bidder's contacts with SBD for assistance in determining available SBEs; and
- iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and
- v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

E. PRE-AWARD COMPLIANCE

- 1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.
- 2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.
- 3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.
- 4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
- 5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

F. PROMPT PAYMENT

- 1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.
3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.
4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and SBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.
5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

G. POST AWARD COMPLIANCE AND MONITORING

1. SBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.
4. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:
 - a. Termination of an SBE's Agreement;
 - b. Reduction in the scope of work to be performed by an SBE
 - c. Modifications to the terms of payment or price to be paid to an SBE
 - d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.
7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.
8. County's Determination of Bidder's Excuse or Termination.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

- a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
- b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to

comply with the Small Business Enterprise Program Ordinance and Administrative Order may result in the imposition of one or more of the following sanctions:

- a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
 - b. Work stoppage;
 - c. Termination, suspension, or cancellation of the contract in whole or part;
 - d. Loss of SBE certification.
2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.
3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.
4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.
5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:
 - a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
 - b. A prime vendor not meeting an SBE contract measure;

- c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
 - d. Failure to timely submit utilization reports;
 - e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - f. Failure to maintain certification;
 - g. Deviations from the SBE agreement without prior approval from SBD;
 - h. Termination of the SBE's agreement without prior approval from SBD;
 - i. Reduction of the scope of work of the SBE subcontract without prior approval from SBD; or
 - j. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD
- I. Administrative Penalties
- Administrative penalties may range from de-certification to debarment.
- J. Appeals Process
- A respondent may initiate the appeals process after administrative penalties are imposed.
- K. APPENDIX
- 1. Forms
 - a. Certificate of Unavailability SBD 502
 - b. Utilization Report SBD 503

APPENDIX A



Small Business Enterprise (SBE) Certificate of Unavailability

RFP/BID No. _____

(Name of Prime Contractor) (Firm Name)

(Address) (Telephone No.)

I contacted the _____ to obtain a bid for work items to be

***SBE Firm**

performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

- a. _____ SBE firm did not respond to the invitation.
- b. _____ SBE firm was not available to work.
- c. _____ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

If you did not get any responses to your solicitation of SBE firms contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

(Prime Contractor Signature)

(Date)

Title

***If multiple SBE firms are contacted, please make additional copies as deemed necessary.**

Instructions for the Monthly Utilization Report (MUR)

FINAL: Indicate if MUR is the final submission (Final MUR should be submitted upon the completion and final payment of project)

Reporting Period: The period for which the MUR payment information is being submitted

Project Name: The assigned project name as it is identified in the contract documents

Project Number: The assigned project number as it is identified in the contract documents

Project Location: The address or descriptive location of project work site

Projected Start Date: Notice to Proceed Date or date of work commencement

CSBE Project Measures: Percentage of measure applicable to this project (enter value in appropriate measure type)

Prime Contractor: Name of Awardee, Address and Phone Number

Contract Award Date: Date of contract award

Contract Award Amount: The dollar amount awarded in the contract documents

Change Order Amount: The total dollar value of all approved change orders

Contract Period: Total number of days of Contract as listed in contract documents and all approved Change Orders

% Complete To Date: The Proportion of work that has been completed for this project stated as a percentage

Completion Date: The anticipated date project will be completed

Amount Requisitioned this Period: The dollar amount billed to MDC for work performed during the listed reporting period

Date Requisitioned: The date requisitioned amount was submitted to MDC

Total Amount Requisitioned to Date: The total dollar amount requisitioned for work performed during reporting period

Last Payment by Miami Dade County (MDC): The last dollar amount paid to Prime by MDC for reporting period

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period

Was last MDC payment within 14 days of Prime's requisition: Check YES if payment by MDC was made within 14 days of prime's requisition; Check NO if payment by MDC was not made within 14 days of prime's undisputed requisition

Did last MDC Payment Equal Requisition Amount: If requisition was paid in full check YES; if requisition amount was not paid in full check NO and explain reasons for payment difference in space provided

Total Amount Paid by MDC: The total amount paid to date by MDC in reporting period for the reporting period

Name of CSBE: The legal name of all subcontractor(s) meeting a goal listed on the Prime's Schedule of Intent (SOI) or Set-aside List of Subcontractor(s)

Tier (1, 2, 3, 4): The level of subcontractor participation (Tier 1 = subcontractor has a contract with the Prime; Tier 2 = subcontractor has a contract with the Tier 1 Subcontractor; Tier 3 = Subcontractor has a contract with the Tier 2 subcontractor; Tier 4 = subcontractor has a contract with the Tier 3 subcontractor)

Contract Period: The anticipated start and end dates of the subcontractor(s)

Goal % If Applicable: The goal percentage that is being fulfilled by subcontractor(s)

Description of Work: A brief description of the scope of work to be performed by subcontractor(s)

Instructions for the Monthly Utilization Report (MUR)

Signed Contract Agreement: Check if Prime has a signed contract agreement with subcontractor listed.

Contract Amount: The dollar value of Subcontractors' Agreement (if different from SOI, a new SOI must be submitted)

Amount Requisitioned this Period: Actual dollar amount requisitioned by the subcontractor(s) during the listed reporting period

Date of Requisition (from Sub): The date of the requisition submitted by subcontractor for payment during this submittal period

Amount Requisitioned to Date: Total dollar amount requisitioned as of reporting period by the subcontractor(s)

Last Payment: The last dollar amount paid to subcontractor(s) for the reporting period

Last Payment Date: The date of last payment of subcontractor(s) for the reporting period

Was last payment within 2 days of MDC payment to prime: "Y" for Yes if payment to subcontractor(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subcontractor(s) was not made within 2 days of MDC payment to prime

Paid to Date: The total amount paid to the subcontractor(s)

Total: The total of each column where applicable

Executed by: The signature and printed name of the CEO, President, or an officer of the company, legally authorized to represent the prime

Date: Current Date

Phone: Phone number that signing officer may be reached

Sworn before me: Notary Information

MONTHLY UTILIZATION REPORT

SBE

FINAL

This report is required to be submitted by the tenth day or before of each month to Miami Dade County (MDC). If project has not started, enter anticipated start date in the space provided. Failure to comply may result in proceedings to impose sanctions, in addition to any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or suspension of the contract, and the denial to participate in any future programs awarded by MDC.

REPORTING PERIOD		PROJECT NAME:				SBE PROJECT MEASURES
TO :		PROJECT NUMBER:		PROJECTED START DATE:	%	
FROM:		PROJECT LOCATION:				SET-ASIDE GOALS

PRIME CONTRACTOR				CONTRACT AWARD DATE	CONTRACT AWARD AMOUNT	CHANGE ORDER AMOUNT	CONTRACT PERIOD	% COMPLETE TO DATE	COMPLETION DATE
NAME:		PHONE:							
ADDRESS:									

AMOUNT REQUISITIONED THIS PERIOD: \$

TOTAL AMOUNT REQUISITIONED TO DATE: \$

LAST PAYMENT BY Miami Dade County (MDC): \$

TOTAL AMOUNT PAID BY MDC: \$

DATE REQUISITIONED:

DATE OF LAST PMT BY MDC:

Was last MDC pmt. within 14 days of Prime's requisition? YES ☐ NO ☐

DID LAST MDC PMT. EQUAL	YES	<input type="checkbox"/>
REQUISITION AMOUNT?	NO	<input type="checkbox"/>

IF NO PLEASE EXPLAIN:

SMALL BUSINESS ENTERPRISE (SBE) OPPORTUNITIES												
NAME OF SBE	TIER 1, 2, 3, 4	CONTRACT PERIOD		DESCRIPTION OF WORK	CONTRACT AMOUNT	AMOUNT REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMOUNT REQUISITIONED TO DATE	LAST PAYMENT	LAST PAYMENT DATE	Was last pmt. within 2 days of MDC payment to Prime? (Y/N)	PAID TO DATE
		START DATE	END DATE									
					TOTAL							

Executed by:

Signature of Affiant

Printed Name of Affiant

Date _____

Sworn before me:

This _____ Day of _____ 20____

Phone

For DBD Use Only: CRC _____ MTA _____



Acknowledgement of an Agreement Small Business Enterprise (SBE) Program

In response to Miami-Dade County's RFP/RFQ/Bid No. _____, the undersigned hereby acknowledges receipt and accepts the requirements of the applicable SBE subcontractor goal measure to utilize the Small Business Enterprise (SBE) firm(s) listed below; if awarded the contract. **The undersigned must enclose with the bid/proposal submittal a signed SBE Agreement as required by the SBE Participation Provisions.** This form or any other form contained in this solicitation does not represent the 'Agreement' as required by Section 2 of the SBE Participation Provisions.

Name of Prime Contractor/Owner or Authorized Representative	Firm Name
Street Address	Telephone No.
Name of SBE Subcontractor*	

SBE Certification No.: _____ Expiration Date: _____

Signature of Prime Contractor/Owner or Authorized Representative

**If multiple SBE firms are to be utilized, please make additional copies as deemed necessary.*

For further information, contact the Department of Small Business Development (SBD) at 305-375-3111.

Department of Small Business Development
Stephen P. Clark Center (SPCC)
111 NW 1st Street, 19th Floor
Miami, Florida 33128
Phone (305) 375-3111 Fax (305) 375-3160

SBD FORM 504